

DAVIDOFF HUTCHER & CITRON LLP  
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New York, New York 10158  
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Robert L. Rattet, Esq  
Jonathan S. Pasternak, Esq.

*Hearing Date: July 19, 2022*  
*Hearing Time: 10:00 a.m.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

AGUILA, INC.,

Debtor.

-----X

Chapter 11

Case No. 21-11776 (MG)

**OBJECTION TO CLAIM NO. 23 FILED BY  
DE LAGE LANDEN FINANCIAL SERVICES, INC.**

Aguila, Inc., the above-captioned Debtor and Debtor-in-Possession (“Debtor”), by and through its undersigned counsel, objects to the general non-priority unsecured claim number 23 filed by De Lage Landen Financial Services, Inc. (“De Lage”) against the Debtor’s estate (“Claim 23”), pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and 11 U.S.C. § 105(a) (“Bankruptcy Code”), and seeks an order reducing, as appropriate, Claim 23 filed against the Debtor as set forth herein, together with such other and further relief as the Court may deem just and proper. (the “Motion”) In support of this Motion, the Debtor respectfully represents as follows:

**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue is proper in this District pursuant to 28 U.S.C. § 1408.
3. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2).

4. This Motion is made pursuant to, *inter alia*, sections 105(a), 502(b) and 558 of the Bankruptcy Code and Bankruptcy Rule 3007.

## **II. BACKGROUND AND RELIEF REQUESTED**

5. On October 15, 2021 (the “Filing Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”).

6. The Debtor has continued in possession of its property and the management of its business affairs as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors (the “Committee”) was appointed by the United States Trustee on December 14, 2021. On March 8, 2022, the Court approved the retention of Cullen and Dykman LLP, as Counsel to the Official Committee of Unsecured Creditors.

8. On November 30, 2021, the Bankruptcy Court entered a bar date order setting the last date to file proofs of claim on or before January 19, 2022.

9. On January 18, 2022, De Lage filed Claim 23 in the amount of \$425,684.83 for six (6) lease agreements for copier equipment identified as 8932, 1174, 1807, 3865, 7090, and 4234. A copy of Claim 18 is annexed hereto as Exhibit “A”.

10. The Debtor Seeks the reduction of Claim 18 to the amount of \$4,863.07 since the Debtor’s books and records indicate that such claim is actually in such reduced amount.

11. Additionally, the Debtor surrendered all of the copiers to De Lage, and De Lage currently has in its possession four of the six copiers. De Lage has declined to take back the remaining two, despite the Debtor having agreed and offered to surrender them on multiple pre-petition occasions. A copy of the communications regarding these events is annexed hereto as

Exhibit “B”.

12. Accordingly, for the reasons set forth above, the Debtor requests that the Court reduce and allow Claim 23 in the amount of \$4,863.07.

### **III. NOTICE AND NO PREVIOUS APPLICATION**

13. Notice of this Objection will be provided to: (a) De Lage; (b) the Office of the United States Trustee; (c) all parties who filed a notice of appearance in these cases; and (d) taxing and governmental units. The Debtor submits that no further notice is required.

**WHEREFORE**, the Debtor respectfully requests the entry of an Order reducing, as appropriate, Claim 23 filed against the Debtor as set forth herein and for such other, further, and different relief as this Court deems just and proper.

Dated: May 30, 2022  
New York, New York

Respectfully submitted,

DAVIDOFF HUTCHER & CITRON LLP  
*Attorneys for the Debtor*  
605 Third Avenue  
New York, New York 10158  
(212) 557-7200

By: /s/ Jonathan S. Pasternak  
Jonathan S. Pasternak  
Robert L. Rattet

# EXHIBIT A



**Fill in this information to identify the case:**

Debtor 1 Aguila, Inc.  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) \_\_\_\_\_  
 United States Bankruptcy Court Southern District of New York  
 Case number: 21-11776

**FILED**  
**U.S. Bankruptcy Court**  
**Southern District of New York**  
 1/18/2022  
**Vito Genna, Clerk**

## Official Form 410

### Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>De Lage Landen Financial Services, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b> <u>De Lage Landen Financial Services, Inc.</u> Name 1111 Old Eagle School Road Wayne, PA 19087 Contact phone <u>16103863762</u> Contact email <u>acohen@leasedirect.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> _____ Name _____ Contact phone _____ Contact email _____
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	8932
<b>7. How much is the claim?</b>	\$ 425684.83	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.  Six (6) Lease Agreements for copier equipment identified as 8932, 1174, 1807, 3865, 7090, and 4234	
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____  <b>Amount of the claim that is secured:</b> \$ _____  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
<b>10. Is this claim based on a lease?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ 4096.56	
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
<small>* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.</small>		

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/18/2022  
MM / DD / YYYY

/s/ Alan I. Cohen

Signature

Print the name of the person who is completing and signing this claim:

Name	Alan I. Cohen
Title	<div style="display: flex; justify-content: space-between; font-size: small;"> <span>First name</span> <span>Middle name</span> <span>Last name</span> </div> Senior Litigation & Bankruptcy Specialist
Company	De Lage Landen Financial Services, Inc.
Address	Identify the corporate servicer as the company if the authorized agent is a servicer 1111 Old Eagle School Road <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Number</span> <span>Street</span> </div> Wayne, PA 19087 <div style="display: flex; justify-content: space-between; font-size: small;"> <span>City</span> <span>State</span> <span>ZIP Code</span> </div>
Contact phone	16103863762
Email	acohen@leasedirect.com

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC.

DLL Lease Number: 8932

Lease Agreement: 1/15/2021

Date of Last Payment: 12/1/2021

Date of Oldest Outstanding: 12/1/2021

Equipment Type: 6-Toshiba e-studio 4515AC Digital Color Copiers

Original Term: 63

Base Payment with Sales Tax: \$ 3,941.52

**UNSECURED****Pre-Petition      Dates of Service**

Past due/billed payments:	_____	
Property Tax:	\$ -	
Late Charges:	\$ 101.27	
Finance Charges:	\$ 34.26	
Other: Insurance	\$ 35.31	
<b>Total Presently Due:</b>		<b>\$170.84 (A)</b>

**Post-Petition**

Base Payment with Sales Tax:	\$ 3,941.52	
# Remaining payments to be discounted:	53	
Booked Residual Value (BRV):	\$ 10,859.31	
<b>Remaining payments &amp; BRV discounted at:</b>		<b>\$219,759.87 (B)</b>
 Equipment Sale Proceeds (Net): Sold 5-units 10/19 and 10/20/21.1-unit w/Debtor.		 \$ (8,357.00) (C)
Bal of 11/1 Post Rent \$3,462.82, Insurance 121.07, late fees \$347.21, Fin \$67.96		\$ 3,999.06
<b>Total DLL Unrecovered Investment:</b>		<b>\$215,572.77 (A+B+C)</b>



8932

## ATLANTIC tomorrowoffice.com

A Program of De Lage Landen Financial Services

## Lease Agreement

LESSEE	Full Legal Name Aguila Inc		Tax ID#		Purchase Order/Requisition Number	Phone Number (718) 402-8979
	Billing Address 655 CAULDWELL AVE		City BRONX	State NY	Zip 10455	County
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)	
	Toshiba	4515ac		6	Digital color copier	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	
	63	\$4,477.77 +	=		63	
		+	=		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	
		+	=		End of Lease Option: <input checked="" type="checkbox"/> MV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other	
				Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS) Total Payment Enclosed
				+	+	=

**1. Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

**2. Lease Payment.** Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that: (a) we are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the meter reading each month, and; (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to supplies and equipment provided by the third party under this agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater.

**3. Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file financing statements.

**4. Equipment Use and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**6. Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

**7. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

**8. End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew for consecutive 12 month renewal periods.

**9. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

**10. Miscellaneous:** You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>[Signature]</i>	Title CEO
Legal Name of Corporation Aguila Inc		Print Name Raymond Sanchez
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantor without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury.	
	Signature	Date

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		



VEHICLE NO.

0450

09676601

\*\* Prep/Install \*

DATE

1/08/21

BRANCH

ABS

FROM

NET

230 Clay Ave

Lyndhurst NJ 07071

BILL TO

ATLANTIC BUSINESS PRODUCT

ACCOUNTS PAYABLE

134 WEST 26TH ST

NEW YORK

NY 10001

SHIP TO

AGUILA INC

665 CAULDWELL AVE

BRONX

NY 10455

Notify- KEVIN PEREZ

\*\* Prep/Install \*

CUSTOMER PHONE

\$17/861-5904

ZONE

00

SERVICE DATE/SPREAD DATE

1/08/21

CUSTOMER REFERENCE

4782921

DESCRIPTION

WEIGHT

GD1370N TOSHIBA

897783

897783

J 09676601

99999

0108

5

MJ1042B INNER F

SCAL950236

932183

J 09676601

99999

0108

53

ESTUD104515AC T

SCNHH48721

936018

J 09676601

99999

0108

145250

STAND5005 TOSHI

957038

957038

J 09676601

99999

0108

34

Customer Please Check YES or NO

YES/ NO

1. Did Driver unpack and remove debris?

2. Did Driver install equipment

3. Did Driver run a copy through Doc. Feeder &amp; Sorter

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGING

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL

1 HOUR EMAIL NOTIFICATION TO ABS

REMOTE INSTALL

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED. THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PEREZ

Print Name

Title

IT

X

SIGNATURE

1/08/21

DATE

SHIPPER

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$1.50 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$\_\_\_\_ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED



09676611

\*\* Prep/Install \*

VEHICLE NO.  
0450DATE  
1/08/21BRANCH  
ABS

FROM	BILL TO	SHIP TO
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 55 WEST 110TH ST SOCIAL SERVICE OFFICE NEW YORK NY 10026 Notify- KEVIN

\*\* Prep/Install \*

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
\$17/861-5904	00	1/08/21	4782921

DESCRIPTION				WEIGHT		
GD1370N TOSHIBA	897790	897790	J 09676611	99999	0108	5
MJ1042B INNER F	SCAL950303	932187	J 09676611	99999	0108	53
ESTUDIO4515AC T	SCNHK48711	936210	J 09676611	99999	0108	145 250
STAND5005 TOSHI	957041	957041	J 09676611		0108	34

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris? ☒
2. Did Driver install equipment ☒
3. Did Driver run a copy through Doc. Feeder & Sorter ☒

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGINGDRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

\*2 steps Ramp needed

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY

X Poe Surles  
Print NameSupp.  
Title

SHIPPER

DATE

X Poe Surles  
SIGNATURE1/08/21  
DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$1.60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED



230 Clay Avenue  
Lyndhurst, NJ 07071

21-11776-mg

Claim 23

Filed 01/18/22

Pg 5 of 23

VEHICLE NO.

0450

09676621

\*\* Prep/Install \*

DATE

1/08/21

BRANCH

ABS

FROM

NET

230 Clay Ave

Lyndhurst NJ 07071

BILL TO

ATLANTIC BUSINESS PRODUCT

ACCOUNTS PAYABLE

134 WEST 26TH ST

NEW YORK

NY 10001

SHIP TO

AGUILA INC

1625 FULTON AVE

BRONX

Notify- KEVIN

NY 10457

\*\* Prep/Install \*

CUSTOMER PHONE

\$17/861-5904

ZONE

00

SERVICE DATE/SPREAD DATE

1/08/21

CUSTOMER REFERENCE

4782921

DESCRIPTION

WEIGHT

GD1370N TOSHIBA

897788

897788

J 09676621

99999

0108

5

MJ1042B INNER F

SCAL950234

932182

J 09676621

99999

0108

53

ESTUDIO4515AC T

SCN HK48708

936226

J 09676621

99999

0108

145

STAND5005 TOSHI

957053

957053

J 09676621

99999

0108

34

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris?

2. Did Driver install equipment

3. Did Driver run a copy through Doc. Feeder & Sorter

\*\* INSTRUCTIONS \*\*

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL

1 HOUR EMAIL NOTIFICATION TO ABS

REMOTE INSTALL

OTHER

RIGGING

5 Steps - Steer crawler

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X

Print Name

X

SIGNATURE

Title

1/08/21

DATE

SHIPPER

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED





09676631

\*\* Prep/Install \*

VEHICLE NO.  
0450

DATE  
1/08/21

BRANCH  
ABS

FROM	BILL TO	SHIP TO
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 665 CAULDWELL AVE 1ST FL BRONX NY 10455 Notify- KEVIN PEREZ

\*\* Prep/Install \*

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
718/402-8979	00	1/08/21	4782921

DESCRIPTION				WEIGHT		
GD1370N TOSHIBA	897792	897792	J 09676631	99999	0108	5
MJ1042B INNER F	SCAF060415	932181	J 09676631	99999	0108	53
ESTUDIO4515AC T	SCNHHK48703	936044	J 09676631	99999	0108	145.250
TFC415UC CYAN T	939263	939263	J 09676631		0108	2
TFC415UK BLACK	939487	939487	J 09676631		0108	2
TFC415UM MAGENT	939641	939641	J 09676631		0108	2
TFC415UY YELLOW	939816	939816	J 09676631		0108	2
STAND5005 TOSHI	957061	957061	J 09676631		0108	34

\*\*\*\*\*  
Customer Please Check YES or NO YES/NO  
1. Did Driver unpack and remove debris? ☒ YES  
2. Did Driver install equipment ☒ YES  
3. Did Driver run a copy through Doc. Feeder & Sorter ☒ YES  
\*\*\*\*\*

\*\* INSTRUCTIONS \*\*

OTHER RIGGING DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PEREZ IT  
Print Name Title  
X [Signature] 1/08/21  
SIGNATURE DATE

SHIPPER

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$.60 PER POUND PER ARTICLE  
TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED.

VEHICLE NO.  
0450

09676641

\*\* Prep/Install \*

DATE  
1/08/21BRANCH  
ABS

FROM	BILL TO	SHIP TO
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 665 CAULDWELL AVE 1ST FL BRONX NY 10455 Notify- KEVIN

\*\* Prep/Install \*

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
917/861-5904	00	1/08/21	4782921

DESCRIPTION	WEIGHT
GD1370N TOSHIBA 897793 J 09676641 99999 0108 5	5
ESTUD104515AC T SCN HK48677 936233 J 09676641 99999 0108 145.50	145.50
MJ1042B INNER F SCA1065286 944915 J 09676641 99999 0108 53	53
STAND5005 TOSHI 957065 957065 J 09676641 99999 0108 34	34

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris? ☒
2. Did Driver install equipment ☒
3. Did Driver run a copy through Doc. Feeder & Sorter ☒

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGINGDRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

1 HOUR LABOR

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PEREZ  
Print NameJ T  
Title

SHIPPER

DATE

X IL  
SIGNATURE1/08/21  
DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED



230 Clay Avenue  
Lyndhurst, NJ 07071

2141776-mg

Claim 28

Filed 01/18/22

Pg 8 of 23

09676651

\*\* Prep/Install \*

VEHICLE NO.

0450

DATE

1/08/21

BRANCH

ABS

FROM	BILL TO	SHIP TO
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 665 CAULWELL AVE BRONX NY 10455

Notify- KEVIN

\*\* Prep/Install \*

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
917/861-5904	00	1/08/21	4782921

DESCRIPTION	WEIGHT
GD1370N TOSHIBA 897789	5
ESTUDIO4515AC T SCN HK48658	145
MJ1042B INNER F SCAI065301	53
STAND5005 TOSHI 957066	34

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris? ☒
2. Did Driver install equipment? ☒
3. Did Driver run a copy through Doc. Feeder & Sorter? ☒

\*\* INSTRUCTIONS \*\*

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

OTHER  
RIGGING

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PENA  
Print Name

Title

SHIPPER

DATE

X   
SIGNATURE

1/08/21  
DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC.

DLL Lease Number: 1174

Lease Agreement: 10/8/2020

Date of Last Payment: 7/1/2021

Date of Oldest Outstanding: 9/1/2021

Equipment Type: 1-Toshiba e-studio 4515AC Multi-Function Copier

Original Term: 63

Base Payment with Sales Tax: 934.70

**UNSECURED**

	Pre-Petition	Dates Of Service	
Past due/billed payments:	\$ 1,020.67	8/1-8/31	2
Property Tax:	\$ -	10/1-10/14	
Late Charges:			
Finance Charges:	\$ -		
Other: Insurance			
Total Presently Due:		\$1,020.67 (A)	
	<b>Post -Petition</b>		
Base Payment with Sales Tax:	\$ 934.70		
# Remaining payments to be discounted:	51		
Booked Residual Value (BRV):	\$ 2,583.10		
Remaining payments & BRV discounted at:		\$50,252.80 (B)	
Equipment Sale Proceeds (Net): Unit still in possession of Debtor		\$ - (C)	
Bal of 11/1 Post Rent \$512.58		\$ 512.58	
Total DLL Unrecovered Investment:		\$51,786.05 (A+B+C)	



DocuSign Envelope ID: 877A4D6B-8579-4174-AE9F-3CB1656833E1

## ATLANTIC tomorrowsoffice.com

A Program of De Lage Lenden Financial Services

## Lease Agreement

LESSOR	Full Legal Name <b>AGUILA INC</b>		Purchase Order Registration Number		Phone Number
	Billing Address <b>66 CAULDWELL AVE</b>		City <b>BRONX</b>	State <b>NY</b>	Zip <b>10455</b>
		Country		Send Invoice to Attention of	
EQUIPMENT	Make <b>TOSHIBA</b>	Model Number <b>4515AC</b>	Serial Number	Quantity <b>1</b>	Description (Attach Separate Schedule A if Necessary) <b>SCAN, COPY, PRINT, STAPLE, FAX COLOR COPIER</b>
PAYMENT INFORMATION	Number of Lease Payments <b>63</b>	Lease Payment (PLUS) <b>\$1,077.00</b>	Applicable Sales Tax (EQUALS) <b>-</b>	Total Lease Payment <b>-</b>	Term of Lease in Months <b>63</b>
					Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
					End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
					End of Lease Purchase Option shall be FMV unless another option is selected.
Security Deposit (PLUS)		First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed	
<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**TERMS AND CONDITIONS**

1. Lessor: You (the "Lessor") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is accepted and signed by you, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

2. Lease Payment: Lease payments are due as indicated by us. As you will have possession of the Equipment from the date of delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that: (a) we are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the meter reading each month; and (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to supplies and equipment provided by the third party under this agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file financing statements.

4. Equipment Use and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this lease. We will obtain and maintain comprehensive public liability

insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or (b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew for consecutive 12 month renewal periods.

9. Default and Remedies: You are in default on this Lease if: (a) you fail to pay a Lease payment or any other amount when due; or (b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

10. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term.

LESSOR SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <b>8580441CCD1486...</b>	Date
LESSEE SIGNATURE	De Lage Lenden Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Signature <b>10/8/2020</b> <b>C. Hoffmann</b>	Lease Number
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
GUARANTY	I unconditionally guarantee prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modifications granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.	
	Signature	Date

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08ABP027v5



VEHICLE NO. 0438		DATE 10/06/20		BRANCH ABS	
FROM NET 230 Clay Ave Lyndhurst NJ 07071		BILL TO ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001		SHIP TO AGUILA INC 1101 MANOR AVE 1ST FLR BRONX NY 10472 Notify- KEVIN PEREZ ** Prep/Install	
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE		CUSTOMER REFERENCE	
0178B1-5904	00	10/06/20		4743854	
DESCRIPTION					
STAND5005 TOSHI	801494	801494	J09461981		WEIGHT
MR4000B 300-SHE	SMDF088832	814459	J09461981	99999	1006 34
ESTUDIO4515AC E	SCNGK46180	854368	J09461981	99999	1006 35
MJ1042B INNER F	SCAB055063	857227	J09461981	99999	1006 172
TFC4 SUC CYAN T	876323	876323	J09461981	99999	1006 53
TFC4 SUC BLACK	876368	876368	J09461981		1006 2
TFC4 SUM MAGENT	876412	876412	J09461981		1006 2
TFC4 6UY YELLOW	876447	876447	J09461981		1006 2
Customer Please Check YES or NO YES NO					
Did Driver unpack and remove debris? _____					
Did Driver install equipment _____					
Did Driver run a copy through Doc. Feeder & Sorter _____					
** INSTRUCTIONS **					
DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL					
1 HOUR EMAIL NOTIFICATION TO ABS					
REMOTE INSTALL					
1174					
equipment has been received, put in use, is in good working order and is satisfactory and acceptable.					
PRINTED AND JUNE EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.					
X <u>Miranda Taylor</u>			CMS		
Print Name			Title		
X <u>Miranda Taylor</u>			10/06/20		
SIGNATURE			DATE		
UPPER	DATE				
SHIPPER'S RELEASE OF THE RAIL OF LADING AND TENDING ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$1.00 PER POUND PER ARTICLE.					
SHIPPER'S RELEASE OF THE RAIL OF LADING AND TENDING ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$1.00 PER POUND PER ARTICLE.					

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC.

DLL Lease Number: 1807

Lease Agreement: 12/10/2019

Date of Last Payment: 1/1/2022

Date of Oldest Outstanding: 1/1/2022

Equipment Type: 1-Toshiba e-studio 4515AC Multi-Function Copier

Original Term: 63

Base Payment with Sales Tax: \$ 1,117.02

**UNSECURED**

**Pre-Petition      Dates of Service**

Past due/billed payments: \_\_\_\_\_

Property Tax: \$ -

Late Charges: \_\_\_\_\_

Finance Charges: \_\_\_\_\_

Other: Insurance \_\_\_\_\_

Total Presently Due: \$ - \$0.00 (A)

**Post-Petition**

Base Payment with Sales Tax: \$ 1,117.02

# Remaining payments to be discounted: 40

Booked Residual Value (BRV): \$ 2,045.96

Remaining payments & BRV discounted at: \$46,726.76 (B)

Equipment Sale Proceeds (Net): Sold 10/19/21 \$ (982.25) (C)

Balance Rent \$946.28 \$ 946.28

Total DLL Unrecovered Investment: \$46,690.79 (A+B+C)



## Lease Agreement

[illegible]

SECRET



Lyndhurst, NJ 07071



08574281

\*\* Prep/Install

VEHICLE NO.  
0454DATE  
1/29/20BRANCH  
ABS

FROM

BILL TO

SHIP TO

NET  
230 Clay Ave  
Lyndhurst NJ 07071ATLANTIC BUSINESS PRODUCT  
ACCOUNTS PAYABLE  
134 WEST 26TH ST  
NEW YORK NY 10001AGUILA INC  
661 CAULDWELL AVE  
BRONX NY 10455  
Notify- ANNABELL

\*\* Prep/Install

CUSTOMER PHONE | ZONE | SERVICE DATE/SPREAD DATE

CUSTOMER REFERENCE

718/402-8979 | 00 | 1/29/20

4685672

		DESCRIPTION			WEIGHT	
KD1058B TOSHIBA	SCMG944776	373988	J 08574281	99999	H12D	68
GD1370N TOSHIBA	415454	415454	J 08574281	99999	LO8A	5
ESTUD104515AC E	SCNJJ42966	453280	J 08574281	99999	STG	172
MJ1042B INNER F	SCAJ948421	454883	J 08574281	99999	STG	53
MR4000B 300-SHE	SMDJ956598	454738	J 08574281	99999	I50D	35
TFC415UC CYAN T	460838	460838	J 08574281		STG	2
TFC416UK BLACK	460850	460850	J 08574281		STG	2
TFC415UM MAGENT	461302	461302	J 08574281		STG	2
TFC415UY YELLOW	461692	461692	J 08574281		STG	2

Customer Please Check YES or NO YES NO

1. Did Driver unpack and remove debris? ☐ YES ☐ NO
2. Did Driver install equipment ☐ YES ☐ NO
3. Did Driver run a copy through Doc. Feeder & Sorter ☐ YES ☐ NO

## \*\* INSTRUCTIONS \*\*

OTHER RIGGING DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TERMINAL: THE ABOVE EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

Print Name

Title

SHIPPER

DATE

SIGNATURE

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE CARRIER TO A VALUE OF 1.00 PER POUND PER ARTICLE.

TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE, ONLY IF CONTROL NO. IS ISSUED.

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC.

DLL Lease Number: 3865

Lease Agreement: 10/31/2019

Date of Last Payment: 10/1/2021

Date of Oldest Outstanding: 10/1/2021

Equipment Type: 1-Toshiba e-studio 4515AC Multi Function Copier

Original Term: 63

Base Payment with Sales Tax: \$ 890.97

**UNSECURED**

	Pre-Petition	Dates of Service	
Past due/billed payments:	\$ 421.93	9/1-10/14/21	2
Property Tax:	\$ 653.62		
Late Charges:	\$ 181.37		
Finance Charges:	\$ 69.08		
Other: Insurance	\$ 76.07		
Total Presently Due:		\$1,402.07 (A)	
	<b>Post -Petition</b>		
Base Payment with Sales Tax:	\$ 890.97		
# Remaining payments to be discounted:	40		
Booked Residual Value (BRV):	\$ 2,045.96		
Remaining payments & BRV discounted at:		\$37,684.76 (B)	
Equipment Sale Proceeds (Net): Sold 10/19/21		\$ (982.25) (C)	
Bal of 11/1 Post Rent \$488.60; Insurance \$17.02, Finance \$83.89, Late Fees \$170.21	\$ 759.72		
Total DLL Unrecovered Investment:		\$38,864.30 (A+B+C)	



ATLANTIC tomorrowsoffice.com

A Program of the Lease Lender Financial Services

## Lease Agreement

LESSOR	Full Legal Name <b>HANITA ZAC</b>		Address <b>161 CRAWFORD AVE</b>		City <b>BRENTZ</b>	State <b>NY</b>	Zip <b>10480</b>	County <b>Queens</b>	Equipment Identification Number	Phone Number
	Serial Number in Attention to									
EQUIPMENT	Make <b>TOSHIBA</b>	Model Number <b>4516AC</b>	Serial Number	Quantity <b>1</b>	Description (Attach Schedule A if necessary) <b>SCAN, FAX, COPY, PRINT, SHARP</b>					
PAYMENT SCHEDULE	Number of Lease Payments <b>63</b>	Lease Payment (PLUS) <b>4,721.73</b>	Applicable Sales Tax	Equation	Total Lease Payment	Date of Lease in Months <b>63</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Option <input type="checkbox"/> Buyout <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other	End of Lease Purchase Option shall be a full market value option as collected.	
						Security Deposit (PLUS)	First Period Payment (PLUS)	Other (Monthly)	Total Payment Due	
					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		

## TERMS AND CONDITIONS

1. Lessor (the "Lessor") agrees to lease to Lessee (the "Lessee") the Equipment (as defined in the Lease) on the terms and conditions set forth in this Lease. This Lease is effective on the date that it is accepted and signed by Lessee and the terms of this Lease begin on that date or any later date that is specified in the Lease. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

2. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

3. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

4. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

5. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

6. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

7. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

8. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

9. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

10. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment. Lessee shall be responsible for the payment of all taxes, including sales tax, and all other charges and costs incurred by Lessee in connection with the use of the Equipment.

LESSOR	Accepted by: <b>HANITA ZAC</b>		Date: <b>10/31/19</b>	LESSOR	Do Lease Lender Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (610) 728-3273 • FAX: (610) 778-4320	
	Title: <b>Director of Finance</b>		Signature: <b>HANITA ZAC</b>		Accepted by: <b>C. Hoffmann</b>	Lease Number: <b>11/25/19</b>
LESSEE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.					
	Signature: _____ Date: _____					
GUARANTY	I understand and agree to the payment of all the Lessee's obligations under this Lease. The Lessee is not required to proceed against the Lessor or the Equipment or enforce other remedies before proceeding against this Lessee. I understand and agree to the payment of all the Lessee's obligations under this Lease. The Lessee is not required to proceed against the Lessor or the Equipment or enforce other remedies before proceeding against this Lessee. I understand and agree to the payment of all the Lessee's obligations under this Lease. The Lessee is not required to proceed against the Lessor or the Equipment or enforce other remedies before proceeding against this Lessee.					
	Signature: _____ Date: _____					

This is a legal document. Please read it carefully before signing.

018197027



3865

500-5053865

N.E.T.  
230 Clay Avenue  
Lyndhurst, NJ 07071

## DELIVERY AND ACCEPTANCE

DOT# 240606  
ICC# 171822



VEHICLE NO.  
0438

08440831

\*\* Prep/Install

DATE 11/15/19  
BRANCH ABS

FROM

BILL TO

SHIP TO

NET  
230 Clay Ave  
Lyndhurst NJ 07071

ATLANTIC BUSINESS PRODUCT  
ACCOUNTS PAYABLE  
134 WEST 26TH ST  
NEW YORK NY 10001

AGUILA INC  
661 CAULDWELL AVE  
BRONX NY 10466  
Notify- KEVIN PEREZ

\*\* Prep/Install

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
718/402-8879	00	11/15/19	4556286

DESCRIPTION	WEIGHT
ESTUDIO4616AC E SCNGJ85548 337893 J08440831 99999 1115	172
MR40008 DUAL SC SMDG941480 339588 J08440831 99999 1115	35
GD1370N TOSHIBA 343276 J08440831 99999 1115	5
KD1069B TOSHIBA SCMH947774 343405 J08440831 99999 1115	68
TFC415UC CYAN T 361511 J08440831 99999 1115	2
TFC415UK BLACK 361665 J08440831 1115	2
TFC415UM MAGENT 361733 J08440831 1115	2
TFC415UY YELLOW 361900 J08440831 1115	2
MJ1042B INNER F SCAI942035 366011 J08440831 99999 1115	53

Customer Please Check YES or NO YES NO

1. Did Driver unpack and remove debris? \_\_\_\_\_
2. Did Driver install equipment \_\_\_\_\_
3. Did Driver run a copy through Doc. Feeder & Sorter \_\_\_\_\_

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGING

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
2 HOUR EMAIL NOTIFICATION TO ABS  
1 HOUR CALL B/4 TO CUSTOMER  
REMOTE INSTALL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

FOR UP TO 30 DAYS THE ABOVE EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

Print Name

Title

SHIPPER

DATE

SIGNATURE

11/15/19  
DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE CARRIER TO A VALUE OF \$100 PER POUND PER ARTICLE.

TOTAL VALUE OF SHIPMENT IS \$\_\_\_\_\_, AND REQUEST EXCESS COVERAGE FOR FULL WEIGHT. THIS IS CONTAINED IN THE INVOICE.

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC.

DLL Lease Number: 7090

Lease Agreement: 4/29/2019

Date of Last Payment: 12/1/2021

Date of Oldest Outstanding: 12/1/2021

Equipment Type: 1-Toshiba e-studio 4515AC Multi Function Copier

Original Term: 63

Base Payment with Sales Tax: \$ 1,011.19

UNSECURED

**Pre-petition      Dates of Service**

Past due/billed payments: \_\_\_\_\_

Finance: \_\_\_\_\_

Late Charges: \_\_\_\_\_

Pass Thru Maintenance: \_\_\_\_\_

Other: Insurance \_\_\_\_\_

Total Presently Due: \_\_\_\_\_ \$0.00 (A)

**Post-Petition**

Base Payment with Sales Tax: \$ 1,011.19

# Remaining payments to be discounted: 34

Booked Residual Value (BRV): \$ 2,412.64

Remaining payments & BRV discounted at: \$36,793.10 (B)

Equipment Sale Proceeds (Net): Sold 10/19/21 \$ (818.25) (C)

Bal of 11/1 Post Rent \$153.55 \$ 153.55

Total DLL Unrecovered Investment: \$36,128.40 (A+B+C)



## ATLANTIC tomorrowsoffice.com

A Program of The Lease Leasing Financial Services

## Lease Agreement

LESSOR Aguda Inc Billing Address 881 Caldwell Ave		City Brooklyn		State NY		Zip 10455		County		Purchase Order/Invoice Number		Phone Number (718) 402-8979	
EQUIPMENT Make Toshiba		Model Number 4516ao		Serial Number		Quantity 1		Description (Attach Separate Schedule A if Necessary)					
PAYMENT INFORMATION		Number of Lease Payments 63		Lease Payment (PLUS) \$1,077.77		Applicable Sales Tax (EQUALS) -		Total Lease Payment -		Term of Lease in Months 63		Payment Frequency Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/>	
										End of Lease Option OFF <input type="checkbox"/> ON <input type="checkbox"/>		End of Lease Purchase Option shall be FAV unless another option is selected.	
										Security Deposit (PLUS) -		First Period Payment (PLUS) -	
										Other (EQUALS) -		Total Payment Enclosed -	

**TERMS AND CONDITIONS**

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are not interest bearing and may be applied to cure a lease default. If you are in default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE.**

2. Lease Payment: Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of delivery, if we accept and sign this Lease you will pay us interest for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the lease payment amount. The number of days in that period, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, waiver or compensation. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that: (a) you are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the meter reading each month; and (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to supplies and equipment provided by the third party under this agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay all lease payments when due. If payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option under the Lease it is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You will give us the financing statements.

4. Equipment Use and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or reassign the Lease and the new owner will have the same rights and benefits as you now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which you may retain a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability.

7. Default: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all the Equipment as indicated above under "End of Lease Option" (the purchase price purchase option amounts will be determined by us based on the Equipment's fair market value at the time of purchase, or (b) return all the Equipment in good working condition at your cost in a timely manner, and in a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew for consecutive 12 month renewal periods.

9. Default and Remedies: You are in default on this Lease if: (a) you fail to pay a Lease payment or any other amount when due; or (b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or (b) you purchase option (the "Purchase") with future Lease payments and the fair market value of the Equipment at the date of default of the Lessor or (c) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a replacement term equal to the remaining Lease term, or (d) repossess the Equipment and sell it, with or without notice, and the proceeds of the sale shall be applied to the unpaid Lease payments and the balance of the Lease. If the Equipment is returned or repossessed, we will sell or re-lease the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being returned by us.

10. Discontinuance: You agree that this Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment's supplier and that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will obtain a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA") and is to be governed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-506 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when properly countersigned by us and attached to our original signature counterpart and/or in our possession shall constitute the sole original document as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term.

LESSOR SIGNATURE You agree that this is a non-cancelable lease. The Equipment is: <b>NEW / USED</b> By: <i>[Signature]</i> Date: <b>9/29/19</b> Light Head of Corporation Aguda Inc		LESSOR SIGNATURE By: <i>[Signature]</i> Date: <b>9/29/19</b> Accepted by: <i>[Signature]</i>	
ACCEPTANCE The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. Signature: _____ Date: _____ Print Name: _____ Date: _____		LESSOR SIGNATURE By: <i>[Signature]</i> Date: <b>9/29/19</b> Accepted by: <i>[Signature]</i>	
GUARANTEE I unconditionally guarantee prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modifications granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. Signature: _____ Print Name: _____ Date: _____		LESSOR SIGNATURE By: <i>[Signature]</i> Date: <b>9/29/19</b> Accepted by: <i>[Signature]</i>	



7090

07712921

\*\* Prep/Install

VEHICLE NO.

0461

DATE

5/07/19

BRANCH

ABS

FROM

BILL TO

SHIP TO

NET

230 Clay Ave  
Lyndhurst NJ 07071

ATLANTIC BUSINESS PRODUCT

ACCOUNTS PAYABLE

134 WEST 26TH ST

NEW YORK

NY 10001

AGUILA INC

1625 FULTON AVE

BRONX

NY 10457

Notify- ANNMARIE XT 302

KEVIN Ph:917/861-5904

Alt Ct-

\*\* Prep/Install

CUSTOMER PHONE

ZONE

SERVICE DATE/SPREAD DATE

CUSTOMER REFERENCE

118/307-5150

00

5/07/19

4435151

DESCRIPTION

WEIGHT

KD1059B TOSHIBA

SCMC932436

151768

J 07712921

99999

0507

68

GD1370N TOSHIBA

152001

152001

J 07712921

99999

0507

5

TFC415UC CYAN T

721786

721786

J 07712921

2

0507

2

TFC415UK BLACK

721942

721942

J 07712921

2

0507

2

TFC415UM MAGENT

722172

722172

J 07712921

99999

0507

2

MR4000 DUAL SCA

SMAK848593

966134

J 07712921

99999

0507

35

ESTUDIO4515AC T

SCNLH61148

984712

J 07712921

99999

0507

172

TFC415UY YELLOW

994549

994549

J 07712921

0507

2

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris? \_\_\_\_\_

2. Did Driver install equipment \_\_\_\_\_

3. Did Driver run a copy through Doc. Feeder &amp; Sorter \_\_\_\_\_

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGINGDRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

x Savannah Little DSS

Print Name

Title

Amin Benjamin

SHIPPER

DATE

Savannah Little

SIGNATURE

5/07/19  
DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE CARRIER TO A VALUE OF \$500 PER POUND PER ARTICLE.

TOTAL VALUE OF SHIPMENT IS \$\_\_\_\_ AND REQUEST EXCESS COVERAGE FOR FULL VALUE, ONLY IF CONTROL NO. IS ISSUED.

**PROOF OF CLAIM**

AGUILA, INC.

21-11776

Date: 1/18/2022

To: \_\_\_\_\_

From: Alan Cohen #610-386-3762  
[acohen@leasedirect.com](mailto:acohen@leasedirect.com)

**UNSECURED**

Customer Name: AGUILA, INC. \_\_\_\_\_

DLL Lease Number: 4234 \_\_\_\_\_

Lease Agreement: 3/24/2019 \_\_\_\_\_

Date of Last Payment: 10/1/2021 \_\_\_\_\_

Date of Oldest Outstanding: 9/1/2021 \_\_\_\_\_

Equipment Type: 1-Toshiba e-studio 5015AC Multi Function Copier \_\_\_\_\_

Original Term: 63 \_\_\_\_\_

Base Payment with Sales Tax: \$ 969.70 \_\_\_\_\_

**UNSECURED**

	Pre-Petition	Dates of Service	
Past due/billed payments:	\$ 1,407.63	8/1-8/31 &	2
Finance:	\$ 23.65	10/1-10/14/21	
Late Charges:	\$ 25.12		
Insurance:	\$ 46.58		
Other:			
Total Presently Due:		\$1,502.98 (A)	
	<b>Post-Petition</b>		
Base Payment with Sales Tax:	\$ 969.70		
# Remaining payments to be discounted:	33		
Booked Residual Value (BRV):	\$ 2,498.76		
Remaining payments & BRV discounted at:		\$34,498.86 (B)	
Equipment Sale Proceeds (Net): Unit still in possession of Debtor		(C)	
Bal of 11/1 Post Rent \$531.77; Insurance \$49.69, Fin \$28.72, Late \$30.50		\$ 640.68	
Total DLL Unrecovered Investment:		\$36,642.52 (A+B+C)	



ATLANTIC tomperowskioffice.com

A Program of De Logo Landau Financial Services

## Lease Agreement

LESSOR		FBI Legal Dept Beijing Address 665 CALIFORNIA Ave Bldg 4 State Zip County		Purchase Order Request Number Phone Number	
EQUIPMENT		Model Number Serial Number Quantity		Description (Attach Schedule A if necessary) Scanner/FAX/Printer Copier	
LEASE INFORMATION		Number of Lease Payments 63		Lease Payment (PLUS) 1022.00	
		Applicable Sales Tax REGULAR		Total Lease Payment 63	
		Term of Lease 63 Months		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	
		End of Lease Option: <input checked="" type="checkbox"/> Full <input type="checkbox"/> 10% <input type="checkbox"/> 4% <input type="checkbox"/> Other		End of Lease Purchase Option (until the FBM unless another option is selected).	
		Security Deposit (PLUS)		First Period Payment (PLUS)	
		Other (EQUALE)		Total Payment Enclosed	

**1. Lessor:** You (the "Lessor") agree to lease from us (the "Lessor") the Equipment described above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is executed and signed by us, and the term of this Lease begins on the date of execution of this Lease (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a total of \$780.00 to reimburse our expenses for preparing financing statements, filing documentation costs and all ongoing administrative costs during the term of this Lease. Security deposits are non-interest bearing and may be applied to your Lease debt. If you are not in default, we will return the deposit to you when the Lease is terminated. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

**2. Lease Payment:** Lease payments are due as provided by us. As you will have possession of the Equipment from the date of delivery, we accept and sign this Lease and you will pay to us (or our agent) the first payment on the date of delivery. The number of payments is 63, and the amount of each payment is \$1022.00. Your lease obligations are non-interest bearing and may be applied to your Lease debt. If you are not in default, we will return the deposit to you when the Lease is terminated. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

**3. Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. You and your agent to the financing statements.

**4. Equipment Use and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not be bound by any of our obligations and the rights of the new owner will not be subject to any claim, defense, or set-off that you may have against us or our agent.

**6. Risk of Loss and Insurance:** You are responsible for loss of or damage to the Equipment and if any loss occurs you are required to notify us of your Lease obligations. You will keep the Equipment insured against all risks of loss of damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and place us within 10 days of the insurance. If you do not provide such insurance, you agree that we have the right to direct the collection, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or damages caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability

**7. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your use or emissions.

**8. End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase the Equipment as indicated above under "End of Lease Option" (the market value purchase option amounts will be determined by us based on the Equipment's fair market value purchase option (b) return the Equipment to good working condition at your cost in a timely manner, and to possession we designate. If you fail to notify us, or if you do not (a) purchase or (b) return the Equipment as provided herein, the Lease will automatically renew for consecutive 12 month renewal periods.

**9. Default and Remedies:** You are in default on this Lease if: (a) you fail to pay a Lease payment or any other amount when due; or (b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you (or and recover the total amount due on the Lease plus the Enforcement and unpaid end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual described in the date of default at the rate of (A) a percentage interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a remaining term equal to the remaining Lease term, as a reasonably determined by Lessor, or (B) the per annum, then reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per annum or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may necessary repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will not return the Equipment at terms we determine, at one or more points or physical sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

**10. This Lease:** You agree that this Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge you have given us your name of the Equipment supplier and that you may have rights under this contract with the supplier and may submit the supplier for a description of these rights. If requested, you will sign a separate Equipment receipt certificate. This Lease was made in Pennsylvania ("PA") and is to be performed in PA and shall be governed and construed in accordance with the laws of PA. Its consent to (a) collection, payment or otherwise, in any state or federal court in PA and waives a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-503 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be assigned to companies and any benefits, photographs or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature and part and your possession shall constitute the sole original and shall be deemed in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may keep the Equipment during the Lease term.

LESSOR		You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		Do Logo Landau Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 786-3273 • FAX: (800) 776-2329	
LESSEE		Signature: <u>[Signature]</u> Date: <u>3/21/19</u>		Commencement Date: <u>4/23/19</u> Lease Number: <u>[Redacted]</u>	
		Title: <u>Director of Finance</u> Print Name: <u>Annabel Brando</u>		Accepted By: <u>[Signature]</u> Title: <u>Teller</u>	
SIGNATURE		Signature: <u>[Signature]</u> Title: <u>[Redacted]</u>		Signature: <u>[Signature]</u> Title: <u>[Redacted]</u>	
REMARKS		The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
WARRANTY		I unconditionally guarantee prompt payment of all the Lessee's obligations under this Lease. The Lessor is not required to provide against the Lessee or the Equipment or enforce other remedies before proceeding against this Lessee's obligations and all other notices or demands of any kind to which I may be entitled. I consent to any assignment or modification granted to the Lessor and the Lessee and/or compromise of any obligations of the Lessee or any other questions without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. The warranty is governed by and controlled in accordance with the laws of the Commonwealth of PA and Lessee's jurisdiction of any state or federal court in PA and waive trial by jury.			



4234

07597551

\*\* Prep/Install \*

VEHICLE NO. 0461	DATE 4/18/19	BRANCH ABS
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FROM NET 230 Clay Ave Lyndhurst NJ 07071	BILL TO ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	SHIP TO AGUILA INC 55 WEST 110TH ST NEW YORK NY 10026 Notify- KEVEN PEREZ JOELENE Ph:646/275-9918
---	---	--

Alt Ct-

CUSTOMER PHONE 917/861-5904	ZONE 00	SERVICE DATE/SPREAD DATE 4/18/19	CUSTOMER REFERENCE 4414222
--------------------------------	------------	-------------------------------------	-------------------------------

DESCRIPTION				WEIGHT	
TFC415UC CYAN T	093106	093106	J 07597551	0418	2
TFC415UK BLACK	095499	095499	J 07597551	0418	2
TFC415UM MAGENT	096048	096048	J 07597551	0418	2
TFC416UY YELLOW	096898	096898	J 07597551	0418	2
ESTUDIO5015AC T	SCNJH48613	202178	J 07597551	99999 0418	204
MR4000 DUAL SCA	SMAJ842828	626649	J 07597551	99999 0418	35
KD1059B TOSHIBA	SCMB930247	763504	J 07597551	99999 0418	68
GD1370N TOSHIBA	986365	986365	J 07597551	99999 0418	5

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris? ☒
2. Did Driver install equipment ☒
3. Did Driver run a copy through Doc. Feeder & Sorter ☒

## \*\* INSTRUCTIONS \*\*

OTHER  
RIGGING

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL  
1 HOUR EMAIL NOTIFICATION TO ABS  
REMOTE INSTALL  
DRIVER MUST TRANSFER SURGE  
GROUND FL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY

Akin Benjamin  
SHIPPER DATE

X Rosalita Terson Manager  
Print Name Title  
X Rosalita Terson 4/18/19  
SIGNATURE DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 1.00 PER POUND PER ARTICLE.

TOTAL VALUE OF SHIPMENT IS \$\_\_\_\_ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED

## EXHIBIT B

**RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS**

Theresa Ladley <tladley@arsnow.com>

Wed 10/20/2021 3:39 PM

To: Angel Falcon <alfalcon@AGUILAINC.org>

OK Thanks

---

**From:** Angel Falcon <alfalcon@AGUILAINC.org>

**Sent:** Wednesday, October 20, 2021 12:36 PM

**To:** Theresa Ladley <tladley@arsnow.com>

**Subject:** Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Theresa,

I am going to all the sites tomorrow and will have accurate information to provide then. Apologies for the delay.

At Your Service,

Angel Falcon, Esq.

Chief Operating Officer/Chief Compliance Officer

Aguila Inc.

1.917.900.8022 (work mobile/best available contact)

---

**From:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>

**Sent:** Thursday, October 14, 2021 12:09 PM

**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>

**Subject:** RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hi Angel,

We did not retrieve these machines, Could you please let me know if you have them.

DLL provided the address per each machine.

Thanks!

**55 W. 110<sup>th</sup> Street NY, NY**

**25554234 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613 (SN should be SCNJH48613)**

**500-50188932 1-TOSHIBA E STUDIO 4515AC SN=SCNHK48711**

**1101 Manor Ave BRONX, NY**

**500-50171174 /1-TOSHIBA E STUDIO 4515AC SN=SCNGK46180**

Theresa Ladley

Asset Recovery Specialists

T:858-277-7555 X. 223

E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

**From:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Sent:** Friday, October 1, 2021 7:01 AM  
**To:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Subject:** Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Ok, thank you.

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**From:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Sent:** Friday, October 1, 2021 9:49:30 AM  
**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Subject:** RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

??

I can only pick-up equipment that I have an authorization for.

Call the vendor that provided them, give them the serial # & they can tell you owns them

Theresa Ladley  
Asset Recovery Specialists  
T:858-277-7555 X. 223  
E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

---

**From:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Sent:** Friday, October 1, 2021 6:46 AM  
**To:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Subject:** Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

What should I do with the other 2 printers that belong to the leasing company? We would like to surrender them to the leasing company since we have no use for them and are vacating this site.

Get [Outlook for iOS](#)

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**From:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Sent:** Friday, October 1, 2021 9:27:16 AM  
**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Subject:** RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Thanks, yes the drover made me aware that he secured the equipment yesterday.

Theresa Ladley  
Asset Recovery Specialists  
T:858-277-7555 X. 223  
E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

---

**From:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Sent:** Friday, October 1, 2021 6:21 AM  
**To:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>

**Subject:** Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Teresa the driver came yesterday and picked up the machines but for two of them. these two machines do belong to the vendor. they have the vendors label on it and their control numbers. I understand that the driver couldn't pick them up due to liability purposes. but we were in a bit of a bind because today we are leaving this facility so I'm not exactly sure what we need to do. these machines belong to the vendor and the landlord is going to be taking control of this building as of today so please advise I apologize for the inconvenience and for the typos but this was dictated not read Angel

Get [Outlook for iOS](#)

**From:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>

**Sent:** Monday, September 27, 2021 11:42:37 AM

**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>

**Subject:** RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hi Angel,

The below list only indicates confirmation on 8 out of the 11 machines listed,

Which serial # is staying from this list ? **1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613, 2-TOSHIBA E STUDIO 5015AC SN= SCNGK46180, SCNHK48711**

WHICH SERIAL # is at the other site? **1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613, 2-TOSHIBA E STUDIO 5015AC SN= SCNGK46180, SCNHK48711**

**QTY 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613**

**QTY 10-TOSHIBA E STUDIO 4515AC >>>**

25557090	TOSHIBA ES4515AC	1	<b>SCNDJ44368</b>
50033865	TOSHIBA ES4515AC	1	<b>SCNGJ65548</b>
50041807	TOSHIBA ES4515AC	1	<b>SCNJJ42965</b>
50171174	TOSHIBA ES4515AC	1	<b>SCNGK46180</b>
50188932	TOSHIBA ES4515AC	1	<b>SCNHK48721</b>
50188932	TOSHIBA ES4515AC	1	<b>SCNHK48711</b>

Theresa Ladley  
Asset Recovery Specialists  
9707 Aero Drive  
San Diego, CA 92123  
T:858-277-7555 X. 223  
E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

**From:** Theresa Ladley

**Sent:** Friday, September 24, 2021 2:00 PM

**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>

**Subject:** RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Angel,

Thanks, please let me know about the serial #'s below in red & which ones you have.

I don't have any Ricoh's on my list.

Theresa Ladley  
Asset Recovery Specialists  
T:858-277-7555 X. 223  
E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

---

**From:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Sent:** Friday, September 24, 2021 1:35 PM  
**To:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Subject:** Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Theresa,

Please see below for answers to the form:

At Your Service,

Angel Falcon, Esq.  
Chief Operating Officer/Chief Compliance Officer  
Aguila Inc.  
1.917.900.8022 (work mobile/best available contact)

---

**From:** Theresa Ladley <[tladley@arsnow.com](mailto:tladley@arsnow.com)>  
**Sent:** Friday, September 24, 2021 2:29 PM  
**To:** Angel Falcon <[alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)>  
**Subject:** REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS

REVISED LIST >There are 11 machines>

**QTY 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613** W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS  
(Inside machine)

**QTY 10-TOSHIBA E STUDIO 4515AC COPIERS** W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS (Inside machine)

25557090	TOSHIBA ES4515AC	1	SCNDJ44368
50033865	TOSHIBA ES4515AC	1	SCNGJ65548
50041807	TOSHIBA ES4515AC	1	SCNJJ42965
50171174	TOSHIBA ES4515AC	1	SCNGK46180
50188932	TOSHIBA ES4515AC	1	SCNHHK48721
50188932	TOSHIBA ES4515AC	1	SCNHHK48711
50188932	TOSHIBA ES4515AC	1	SCNHHK48708
50188932	TOSHIBA ES4515AC	1	SCNHHK48703
50188932	TOSHIBA ES4515AC	1	SCNHHK48677
50188932	TOSHIBA ES4515AC	1	SCNHHK48658

There is some discrepancy with the #s. I have highlighted in yellow the ones that match. We have 11 printers. However only 10 are going back. 1 stays. We have a Ricoh Aficio Printer. I am getting the serial number for the



other one off site so I can match it to this email. However I do not want to tarry and wanted to send this now. Look below for rest of Form.

Theresa Ladley  
Asset Recovery Specialists  
9707 Aero Drive  
San Diego, CA 92123  
T:858-277-7555 X. 223  
E-mail: [tladley@arsnow.com](mailto:tladley@arsnow.com)

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**From:** Theresa Ladley  
**Sent:** Friday, September 24, 2021 9:15 AM  
**To:** [alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)  
**Subject:** Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 \*\*\*2525 Brockton Dr #290 Austin, TX 78758\*\*\* / 6-TOSHIBA E STUDIO 4515AC COPIERS  
**Importance:** High

Hi Angel Falcon  
Aguila Inc  
T:917.900.8022  
E: [alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)

DLL (De Lage Landen Financial) has authorized Asset Recovery Specialists / our agents to pick-up the equipment listed below >>>

Please confirm the **MAKE-MODEL- SERIAL NUMBER IS A MATCH** to the description listed below  
Does machine have additional pieces attached? (finisher, lct.. etc.,) NO.  
Confirm QTY OF Toner cartridges that on inside copier: \_\_\_\_\_ / confirm Colors of toner (Blk, Magenta, Cyan, Yellow): \_\_\_\_\_ THEY ARE SHRINK WRAPPED.  
Exterior CONDITION of each item: ALL IN GOOD CONDITION.  
Please e-mail me pictures of all items you have for each machine to [tladley@arsnow.com](mailto:tladley@arsnow.com) THERE ARE NO EXTERNAL ITEMS.

Will need to confirm business name: Aguila, Inc.  
Address where equipment is located at: 661 and 665 Cauldwell Ave Bronx NY 10455  
Contact onsite for pick-up name: Gary Cabrera cell # 917.714.2114 or Angel Falcon 917.900.8022.  
Hours: 9-5  
Is the site semi accessible (meaning can a 48' -53' truck park there for the pick-up): NO. Box Truck or smaller.  
Is all equipment located on GROUND level: All but 1 printer is on ground level. The other printer does have a choice of stairs or a handicapable ramp. One printer is in the basement, but we have an elevator.  
Are there ANY STAIRS the driver will encounter at time of pick-up: 661 has stairs, but there is also an option of a ramp. Email forthcoming with pictures.  
if so what machines from list below will we encounter stairs with? Are the stairs inside / outside? / What TYPE OF STAIRS (Concrete / Carpeted / Tile / Etc.) / QTY of steps?  
If there are any damaged items or not functioning machines then please list each machine & reason why: ALL IN FUNCTIONAL CONDITION  
I will need to be made aware of any / all building requirements prior to scheduling: NO.  
Please confirm that all items will fit thru any / all doorways onsite: CONFIRMED.

Theresa Ladley  
Asset Recovery Specialists  
T:858-277-7555 X. 223



**Load date: NEED SPICKED-UP BY 10/1/21** (SEMI ACCESS – GROUND – NO STAIRS - LIFTGATE REQUIRED)

Origin: AGUILA, INC.

2525 Brockton Dr #290 Austin, TX 78758

HOURS: \_\_\_\_\_

Contact: ANGEL FALCON T: \_\_\_\_\_ E: [alfalcon@AGUILAINC.org](mailto:alfalcon@AGUILAINC.org)

MAKE-MODEL- SERIAL NUMBER IS A MATCH (If any discrepancies then I must be made aware of them prior to scheduling p/u)

**Qty 6-TOSHIBA E STUDIO 4515AC COPIERS W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS** (Inside machine) dims: 23" w × 25.2" <sup>\*</sup> d × 31" <sup>\*</sup> h / weight: 172.2 + 125 = 297.2 lbs ea.

**SCNHHK48721**

**SCNHHK48711**

**SCNHHK48708**

**SCNHHK48703**

**SCNHHK48677**

**SCNHHK48658**